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A SETTLEMENT of the Mines late of Sir Carbery Pryſe, *whereby the Old Leaſe thereof is Renewed, and a better Conſtitution Eſtabliſhed, in order to raiſe a Stock of Twenty Thouſand Pounds, for the effectual carrying on the ſaid Mineral Works.*

THis Indenture Quadrupartite, made the Third Day of *Auguſt*, in the Tenth Year of the Reign of our Sovereign Lord, *WILLIAM* III. by the Grace of God, over *England, Scotland, France* and *Ireland*, King, Defender of the Faith, *&c.* And in the Year of our Lord God, One Thouſand Six Hundred Ninety and Eight, **Between** the moſt Noble his Grace the Duke of *Leeds*, the Right Honourable the Marqueſs of *Carmarthen*, the Right Honourable *Pawlett*, Earl of *Bullingbrook*, the Right Honourable *James* Lord Viſcount *Landsborough*, the Right Honourable *William* Lord *Digby*, the Honourable Sir *Humphrey Edwin*, Kt. Lord Mayor of *London*, the Honourable *Hatton Compton* of *Grindon* in the County of *Northampton*, Eſq; Dame *Ann Cholmley* of *Whitby* in the County of *York*, Widow, *Mary Cholmley* of *Whitby* in the ſaid County of *York*, Widow, *Bridget Peſhall* of the City of *Weſtminſter*, Spinſter, *Jane Bickerſtaffe* of *Wilderneſs* in the County of *Kent*, Spinſter, *Ann Hill* of *London*, Widow, *Elizabeth Lloyd* of *Greenwich* in the County of *Kent*, Widow, *Elizabeth Lloyd* of *Greenwich* aforeſaid, Spinſter, *Lucy Wroights* of St. *Margaret's Weſtminſter*, Spinſter, Sir *John Pryſe* of *Newtowne* in the County of *Mountgomery*, Bar. Sir *John Morden* of *London* Bar. Sir *Charles Bickerſtaffe* of *Seale* in the County of *Kent*, Kt. Sir *Chriſtopher Wren* of *Whitehall*, Kt. Sir *Paul Whitehcott* of *Middleſex*, Knight and Baronet, *Henry Farmer* of *Eſton* in the County of *Northampton*, Eſq; *William Powell* of *Nanteos* in the County of *Cardigan*, Eſq; *Edward Nicholas* of *Whitehall*, Eſq; *Philip Bickerſtaffe* of *Chirton* in the County of *Northumberland*, Eſq; *Arthur Moor* of *London*, Eſq; *Henry Lloyd* of the *Inner-Temple, London*, Eſq; *John Meyricke* of the *Middle-Temple, London*, Eſq; *James Blake* of *London*, Merchant, *William Freeman* of *Landowne* in the County of *Kent*, Eſq; *Samuel Trotman* of *Bloomsbury-Square* in the County of *Middleſex*, Eſq; *William Nicholas* of *London* Merchant, *Joſeph Short* of the Pariſh of *Clarkenwell* in the County of *Middleſex*, Eſq; *Richard Stephens* of the *Middle-Temple, London*, Eſq; *George London* of *The Royal Gardens*, Eſq; *Henry Simmons* of *Hampton-Court* in the County of *Middleſex*, Eſq; *Henry Grove* of *Cripplegate, London*, Blackſmith, *John Woodhouſe* of *Deans Yard* in the City of *Weſtminſter*, Eſq; *John Oldbury* of *London*, Merchant, *Thomas Phipps* of *London*, Mercer, *Paul Dominique* of *London*, Merchant, *Whitfeild Hayter* of *London*, Goldſmith, *Anthony Forty* of *London*, Merchant, *William Woolley* of *London*, Merchantaylor, *Thomas Phipps, Junior* of *London*, Gent. *Richard Chancey* of *London*, Mercer, *Richard Curtis* of *London*, Gent. *Thomas Frederick* of *London*, Eſq; *Gabriel Glover* of *London*, Ironmonger, *John Glover* of *London*, Merchant, *Thomas Jeve* of *London*, Fiſhmonger, *John Thrale* of *London*, Merchant, *Nathaniel Troughton* of *London*, Upholſterer, *John Newland* of *Eltham* in the County of *Kent*, Farmer, *John Preſton* of *London*, Gent. *Edward Grace* of *Wincheſter* in the County of *Southampton*, Gent. *John Hayward* of *London*, Tyler and Bricklayer, *James Hallett* of *London*, Goldſmith, *Thomas Houghton* of the Pariſh of *Shoreditch, London*, Clerke, *Benjamin Rawlins* of the *Six Clerks-Office* in *Chancery-Lane* in the County of *Middleſex*, Gent. *William Stubbs* of *London*, Shipwright,

The Parties Names.

Of the First Part. and *Chriſtopher Smith* of *Clifford's Inn* in of the County of *Middleſex*, Gent. of the Firſt Part.

Of the Second Part. *Thomas Done* of *Lincolns-Inn-Fields* in the County of *Middleſex*, Eſq; *Richard Hore* of *London*, Goldſmith, *Robert Fowles* of *London*, Godſmith, and *Nicholas Baker* of *London*, Gent. of the Second Part.

Of the Third Part. Sir *Humphrey Mackworth* late of the *Middle Temple*, *London*, and now of *Lincolns-Inn* in the County of *Middleſex*, Kt. and *Edward Pryſe* of *Gogarthan* in the County of *Cardigan*, Eſq; of the Third Part.

and *Of the Fourth Part.* And Sir *Joſeph Hern* of *London*, Kt. Sir *William Hedges* of *London*, Kt. Sir *Thomas Vernon* of *London*, Kt. and *Thomas Pitt* of *Little Lincolns-Inn-Fields* in the County of *Middleſex*, Eſq; of the Fourth Part.

A Recital of the Firſt Deed of Co-partnerſhip made by Sir Carbery Pryſe, 1 Jan. 1690. **Whereas** by One Indenture bearing Date the Firſt Day of *January*, in the Year of our Lord, One Thouſand Six Hundred and Ninety, and made between Sir *Carbery Pryſe* of *Gogarthen* aforeſaid, Baronet, ſince deceaſed, of the one Part, and the Right Honourable *Peregrine Osborne*, then Earl of *Danby*, Son and Heir Apparent of the Right Honourable his Grace the Duke of *Leeds*, the ſaid Sir *Charles Bickerſtaffe*, and Sir *Humphrey Edwin*, Sir *Stephen Evans* of *London* Knight, the ſaid *Philip Bickerſtaffe*, and *William Powel*, *William Scawen* of *London*, Merchant, and the ſaid *Edward Pryſe* by the Name of *Edward Pryſe* of *Lanvread* in the ſaid County of *Cardigan*, Gent. of the other Part.

He the ſaid Sir *Carbery Pryſe* reciting that he had the Inheritance of the Lordſhip of *Lanvihangell Generglyn*, in the ſaid County of *Cardigan*, and of all Waſts and Commons thereunto belonging, and amongſt others of *Bulchyr Eſgairhyr*, being part of the ſaid Lordſhip, wherein certain Mines were then found, the Managament of which required great Skill and Expence, and that therefore the ſaid Sir *Carbery* had determined to take Sharers and Partners in the ſaid Mines.

The Boundaries of the Mines. And having thereby divided and made Twenty Four Shares in the ſaid Mines, and agreed that the ſaid Mines in Shares ſhould extend Twelve Hundred Yards in length, from the Place where the Work was firſt began within Twelve Months then laſt paſt, which was then the great Work they were working in *Bwlchyr Eſgairhyr*, and Two Hundred Yards in Breadth, did thereby Covenant and Agree with the ſaid Perſons before-named upon a Co-partnerſhip and Joint-dealing in the ſaid Mines for the Term therein mentioned. And he the ſaid Sir *Carbery* did thereby further Covenant and Agree that the ſaid *Peregrine Osborne* Earl of *Danby*, Sir *Charles Bickerſtaffe*, Sir *Humphrey Edwin*, Sir *Stephen Evans*, *Philip Bickerſtaffe*, *William Powell*, *William Scawen*, and *Edward Pryſe* ſhould peaceably and quietly enjoy Twelve Shares thereof, during the ſaid Term, in ſuch Proportion as is therein mentioned, reſerving the other Twelve Shares thereof to himſelf. And the ſaid *Edward Pryſe* reciting that he was to have an Intereſt in Reverſion or Remainder in the ſaid Place and Mines, called, *Bwlchyr Eſgairhyr*, if the ſaid Sir *Carbery* dyed without Iſſue, he the ſaid *Edward Pryſe* did thereby Covenant and Agree to and with the ſaid Earl of *Danby*, and the ſaid other Partners, at their or any of their Requeſts, to Confirm all and ſingular the Grants, Articles, Covenants and Agreements made by the ſaid Sir *Carbery*, in and by the ſaid Indenture, for, touching and concerning the ſaid Mines and Oar, as by the ſaid Indenture duly executed by all the ſaid Parties, Relation being thereto had, amongſt other things may fully and at large Appear.

A Recital of the Second Deed, Dated 1 July, 1693. *whereby Sir* Carbery *and Partners did grant and Aſſign over the Mines to Sir* Francis Lawley, Tho. Done, Richard Hore, Rob. Fowles, *and* Nicholas Baker, *in Truſt*, &c. **And whereas** by one other Indenture made the Firſt Day of *July*, in the Year of our Lord One Thouſand Six Hundred Ninety and Three, between the ſaid Sir *Carbery Pryſe*, *Peregrine Osborne*, Earl of *Danby*, Sir *Charles Bickerſtaffe*, Sir *Humphrey Edwin*, *Philip Bickerſtaffe*, *William Powell*, and *Edward Pryſe* of the one Part, and Sir *Francis Lawley* of *Spoonhill* in the County of *Salop*, Baronet, *Thomas Done* of *Lincolns-Inn-Fields* in the County of *Middleſex*, Eſq; *Richard Hore* of *London*, Goldſmith, *Robert Fowles* of *London*, Goldſmith, and *Nicholas Baker* of *London*, Gent. of the other Part, Reciting the ſaid former Indenture of Co-partnerſhip, to the Effect above-mentioned, and ſetting forth that the ſaid Sir *Stephen Evans* had aſſigned his Shares in the ſaid Mines to the ſaid *William Powel*: And likewiſe that the ſaid *William Scawen* had aſſigned his Intereſt therein to the ſaid Sir *Humphrey Edwin*.

And that they did find that the ſaid Mines would be of extraordinary Advantage if the ſame were duly Managed, and a Vent found for the Product thereof, which could not be unleſs a greater number of Perſons were concerned in Intereſt together with them the ſaid Parties, and for that purpoſe, and for the Improving and better carrying on of the ſaid Mines, and for raiſing the Sum of

Four

Four thouſand and eight Pounds of currant Money of *England*, as a Joint-Stock to be employed therein, they the ſaid Parties had divided the Intereſt of and in the ſaid Mines and Stock, and all Houſes, Buildings, Tenements, Hereditaments, Engines and Materials whatſoever belonging to, uſed or employed in and about the ſaid Mines, for and during all the remainder of the ſaid Term then to come and unexpired, into Four thouſand and eight equal Parts or Shares, whereof the ſaid Sir *Carbery* was to have Two thouſand and four Shares, the ſaid Earl of *Danby* Three hundred thirty four Shares, the ſaid Sir *Charles Bickerſtaffe* Three hundred thirty four Shares, the ſaid Sir *Humphrey Edwin* Five hundred and one Shares, the ſaid *Philip Bickerſtaffe* Three hundred thirty four Shares, the ſaid *William Powell* Three hundred thirty four Shares, and the ſaid *Edward Pryſe* One hundred ſixty ſeven Shares.

The Mines divided into 4008 equal Parts.

And did thereby Grant, Bargain, Sell, Aſſign, and Set over All and Singular the ſaid Mines and Premiſes to the ſaid Sir *Francis Lawley*, *Thomas Done*, *Richard Hore*, *Robert Fowles*, and *Nicholas Baker*, their Executors, Adminiſtrators and Aſſigns [except the Oar then raiſed before the Date of the ſaid Indenture] for and during the full End and Term of Twenty two Years and a half then next enſuing and fully to be compleat and ended upon the ſeveral Truſts and Confidences therein particularly ſet forth and expreſſed.

The Original Term.

And, amongſt other things, it was thereby agreed, That a Transfer-Book ſhould be provided, for Aſſigning and Transferring of Shares from one of the ſaid Partners to another, in manner and form as is therein ſet forth, and that on ſuch Aſſignments, Transfers and Acceptances ſo made as aforeſaid, in the ſaid Transfer-Book, ſubject to the Management and Agreements therein contained, The Perſon and Perſons to whom the ſame ſhould from time to time be Aſſigned and Transfered as aforeſaid, ſhould be thereby entituled to ſo many Shares of the ſaid Mines, Stock and Undertaking during the ſaid Term of Twenty two Years and a Half as aforeſaid.

The Transfer-Book.

And that no Perſon or Perſons whatſoever ſhould have any Vote in the ſaid Meetings, or have any Dividend or Payment of any Money out of the ſaid Mines, Stock and Premiſes for or by reaſon of any Right, Title, Intereſt, Claim, or Demand that he or they have, hath, or could or might have, or claim or pretend to have in or to the ſame, unleſs ſuch Perſons ſhould have an actual Transfer made unto him and them of ſuch Intereſt in the ſaid Transfer-Book, and the ſame be by him or them there accepted as aforeſaid, any thing to the contrary thereof in any wiſe notwithſtanding: And that no Perſon or Perſons whatſoever ſhould be ſuffered to make any Transfer in the ſaid Book as aforeſaid, until he or they had or ſhould perform, comply with, accompliſh and fulfil all ſuch Orders and Rules as ſhould be thentofore made by the Private and General Meetings as aforeſaid.

No Perſon to have any Vote or Dividend, &c. until a Transfer made unto him, and the ſame be by him accepted upon the Transfer-Book under the Conſtitutions herein ſet forth.

And that the ſaid Mines, Stock and Premiſes ſhould be Managed, Ordered, and Governed as well by a Committee or private Meeting, which ſhould conſiſt of a Chairman or his Deputy, and Twelve Aſſiſtants; as alſo by a General Meeting which ſhould conſiſt of a Chair-man or his Deputy, and ſuch of the reſt of the Perſons who ſhould be Proprietors, or concerned in Intereſt in the ſaid Mines, who ſhould think fit to attend the ſame, and who ſhould be capable of Voting according to the Agreement therein; [that is to ſay] That the ſaid Aſſiſtants ſhould be Yearly choſen in and by General Meetings, out of the Perſons who ſhould be concerned in Intereſt in the ſaid Mines; and that every Perſon who ſhould be Intereſted in the ſaid Mines, and ſhould have Ten or more Shares of the ſaid Four thouſand and eight Shares, ſhould have one Vote in General Meetings for every Ten Shares he ſhould have in the ſaid Mines, and no Perſon that ſhould have leſs than Ten Shares ſhould have any Vote in the ſaid General Meetings, and no Perſon to be capable of being choſen an Aſſiſtant in the ſaid Committee, unleſs he ſhould have at the time of his being Choſen, Twenty Shares or more of the ſaid Four thouſand and eight Shares in the ſaid Mines.

The Management of the Mines, by a General Meeting and a Private Committee.

And whereas it was thereby further provided, That ſuch of the ſaid Proprietors who ſhould be preſent at ſuch General Meetings, ſhould or might raiſe ſuch Moneys as they ſhould think neceſſary for the Carrying on and Working of the ſaid Mines, and Managing the ſaid Undertaking; and that not only ſuch Perſons as ſhould be Proprietors, but their and every of their Shares of the ſaid Four thouſand and eight, ſhould ſtand and be ſeverally Charged and liable for the Payment of their reſpective Parts and Proportions thereof, as is therein ſet forth.

Power to raiſe Money for a Stock.

And

Sir Carbery Pryse and his Heirs perpetual Chair-Man,

And further, That the ſaid Sir *Carbery Pryſe* during his Life, and after his Deceaſe, ſuch other Perſon or Perſons who ſhould be ſeized of the Inheritance of the ſaid Mines, or his or their Deputy, ſhould preſide and be perpetual Chair-Man, as well in the ſaid Committee or Private Meeting as General Meeting, whilſt he or they ſhould have One hundred Shares in the ſaid Mines, Stock and Premiſes, according to the Diviſion aforeſaid: And that he and they ſhould from time to time have full power to make ſuch Deputy and Deputies as he or they ſhould think fit (ſo that there be but one Deputy at a time) to Act in his or their Abſence, which ſaid Deputy ſhould have full Power to Act in all things, as he or they had by Vertue of the ſaid recited Indenture; And that he and they ſhould from time to time, during the ſaid Term, have the Nomination and Appointment of all Officers and Agents, which nevertheleſs ſhould be liable to the Cenſure of General Meetings, and for Breach of Truſt be by them turned out if thought fit.

And to have the Nomination of Officers.

That the Truſtees might Aſſign their Truſt and be Indempnified and Diſcharged, &c.

And whereas it was thereby Declared and Agreed by and between all the ſaid Parties to the ſaid Indenture, That in caſe at any time or times, during the ſaid Term of Twenty two Years and an half, the ſaid Sir *Francis Lawley*, *Thomas Done*, *Richard Hoare*, *Robert Fowles*, and *Nicholas Baker*, or any of them reſpectively, or their reſpective Aſſigns, ſhould deſire and be intended to Relinquiſh and Reſign the Truſts thereby repoſed or meant, mentioned or intended to be repoſed in them, and to be Releaſed and Diſcharged of and from the ſame; And of ſuch their Deſire and Mind ſhould give or leave Notice or Warning in Writing, unto or for the ſaid Chair-Man and Committee for the time being, at their then uſual time and place of Meeting for managing of the ſaid Mines and Undertaking, and ſhould at any time within the ſpace of Thirty Days next enſuing ſuch Notice or Warning, Aſſign over or Releaſe the ſame unto ſuch Perſon or Perſons as the Chair-Man and Committee of the ſaid Mines, Stock, and Premiſes for the time being, or the Majority of them, ſhould Chuſe, Nominate, and Appoint in that behalf; And in default of ſuch Choice, Nomination and Appointment unto the reſt of the Truſtees for the time being, or to ſuch other Perſon or Perſons as they the ſaid Truſtee or Truſtees ſo Relinquiſhing or Reſigning ſhould in that behalf reſpectively think fit.

That then and in ſuch Caſe and at all times after ſuch Aſſignment ſhould be ſo made, ſuch of the ſaid Truſtees as ſhould ſo Relinquiſh and Reſign his Truſt, ſhould be Acquitted and Diſcharged of and from the ſame, and all Actions, Suits, Coſts, Troubles, Damages, and Expences whatſoever, for any future Thing or Things to be Acted or done about reſpecting or concerning the ſaid Mines, Stock, and Undertaking, or any thing thereunto belonging or appertaining.

And it was thereby further declared and agreed, That ſuch Truſtee or Truſtees reſpectively as ſhould ſo Relinquiſh, Reſign, or Aſſign his Truſt, ſhould at all times after ſuch his Reſignation or Aſſigment as aforeſaid, be Protected, ſaved Harmleſs, and kept Indempnified by the ſucceeding Truſtees, by and out of the ſaid Stock and Trade, and the Gain and Intereſt thereof; And of and from all Actions, Suits, Coſts, Troubles, Damages and Expences whatſoever, which ſhould or may be had againſt him or them the ſaid Truſtee or Truſtees ſo Reſigning, Relinquiſhing, or Aſſigning, or which he or they ſhould or might be put unto or ſuſtain, for or by reaſon or means of any Act or thing by him or them done, committed or ſuffered before ſuch Reſignation, Relinguiſhing or Aſſigment, by reaſon of the Truſts thereby repoſed or meant, mentioned or intended to be repoſed in him or them, in or about the Defence or Execution thereof, or of any of them.

That the Truſtees at the requeſt of the Chair-man and Committee ſhould Aſſign over their Truſt, &c.

And it was further Declared and Agreed, That the Chair-Man and Committee for the time being in Committee Aſſembled, ſhould and might at any time or times requeſt or deſire all or any of the ſaid Truſtees, or other Truſtees for the time being, to Aſſign or Releaſe his or their Truſts, ſuch Truſtees being ſufficiently ſaved Harmleſs and Indempnified of, from and againſt all lawful Acts and things by them done in the Defence or Execution of the ſaid Truſts, and that thereupon ſuch Truſtee or Truſtees ſhould, might, and would Aſſign or Releaſe his and their Truſts to ſuch Perſon or Perſons as the Chair-Man and Committee for the time being in Committee aſſembled ſhould appoint, as by the ſame Relation being thereunto had, amongſt other things, may more fully and at large appear.

And whereas the ſaid Mines are at the time of the Sealing and Executing of theſe Preſents divided into Four Thouſand and Eight Shares as aforeſaid, whereof the moſt Noble his Grace the Duke of *Leeds* hath and is Intituled to One hundred forty two Shares; the ſaid Marquiſs of *Carmarthen* hath and is Intituled to One hundred forty two Shares; the ſaid *Pawlet*, Earl of *Bullingbrooke*, hath and is Intituled to Twenty Shares; the ſaid *James* Lord Viſcount *Landsburrough*, hath and is Intituled to Fifteen Shares; the ſaid *William* Lord *Digby*, hath and is Intituled to Ten Shares; the ſaid Sir *Humphrey Edwin*, hath and is Intituled to Seventy-ſix Shares; the ſaid *Hatton Compton*, hath and is Intituled to One and Thirty Shares. *The Partners Names, and what Shares belong to every Partner, as by the Transfer-Book appears.*

The ſaid Dame *Anne Cholmely*, hath and is Intituled to Three Shares; the ſaid *Mary Cholmley*, hath and is Intituled to Ten Shares; the ſaid *Bridget Peſhall*, hath and is Intituled to Fifty Shares; the ſaid *Jane Bickerſtaffe*, hath and is Intituled to Ten Shares; the ſaid *Anne Hill*, hath and is Intituled to Ten Shares; the ſaid *Elizabeth Lloyd*, Widow, hath and is Intituled to Ten Shares; the ſaid *Elizabeth Lloyd*, Spinſter, hath and is Intituled to Ten Shares; the ſaid *Lucy Wroights*, hath and is Intituled to Thirty Shares.

The ſaid Sir *John Pryſe*, hath and is Intituled to Ten Shares; the ſaid Sir *John Morden*, hath and is Intituled to Thirty Shares; the ſaid Sir *Charles Bickerſtaffe*, hath and is Intituled to Thirty four Shares; the ſaid Sir *Chriſtopher Wrenn*, hath and is Intituled to Thirty Shares; the ſaid Sir *Paul Witchcott*, hath and is Intituled to Twenty Shares; the ſaid Sir *Humphry Mackworth*, hath and is Intituled to Seventeen Hundred and Ten Shares.

The ſaid *Edward Pryſe* hath and is Intituled to One Hundred Shares; the ſaid *William Powell*, hath and is Intituled to Forty-five Shares and an Half; the ſaid *Henry Farmer* hath and is Intituled to Ten Shares; the ſaid *Edward Nicholas* hath and is Intituled to Ten Shares; the ſaid *Phillip Bickerſtaffe* hath and is Intituled to Eighty Shares and an Half; the ſaid *Arthur Moore* hath and is Intituled to Twenty Shares; the ſaid *Henry Lloyd* hath and is Intitul'd to Twenty five Shares; the ſaid *John Meyricke* hath and is Intituled to One Hundred and Twenty Shares; the ſaid *James Blake* hath and is Intituled to Twenty Shares; the ſaid *William Freeman* hath and is Intituled to Thirty Shares; the ſaid *Samuel Trotman* hath and is Intituled to Ten Shares; the ſaid *William Nicholas* hath and is Intituled to Twenty Shares; the ſaid *Joſeph Short* hath and is Intituled to Twenty Shares; the ſaid *Richard Stephens* hath and is Intituled to Twenty Shares.

The ſaid *George London* hath and is Intituled to Thirty Shares; the ſaid *Henry Simons* hath and is Intituled to Twenty Shares; the ſaid *Henry Grove* hath and is Intituled to Five Shares; the ſaid *John Woodhouſe* hath and is Intituled to Twelve Shares; the ſaid *John Oldbury* hath and is Intituled to One hundred and fifty Shares; the ſaid *Thomas Phipps* hath and is Intituled to Eighty-two Shares; the ſaid *Paul Dominique* hath and is Intituled to Thirty Shares; the ſaid *Whitfeild Hayter* hath and is Intituled to Two Hundred and Fifty Shares; the ſaid *Anthony Forty* hath and is Intituled to Twenty Shares; the ſaid *William Wolley* hath and is Intituled to Sixty Shares; the ſaid *Thomas Phipps*, Junior, hath and is Intituled to Twenty Shares; the ſaid *Richard Chancey* hath and is Intituled to Twenty Shares; the ſaid *Richard Curtis* hath and is Intituled to Twenty Shares; the ſaid *Thomas Frederick* hath and is Intituled to Forty Shares; the ſaid *Gabriel Glover* hath and is Intituled to Sixty Shares; the ſaid *John Glover* hath and is Intituled to Fifteen Shares; the ſaid *Thomas Jeve* hath and is Intituled to Twenty Shares; the ſaid *John Thrale* hath and is Intituled to Thirty Shares; the ſaid *Nathaniel Troughton* hath and is Intituled to Sixty Shares; the ſaid *John Newland* hath and is Intituled to Ten Shares; the ſaid *John Preſton* hath and is Intituled to Ten Shares; the ſaid *Edward Grace* hath and is Intituled to Ten Shares; the ſaid *John Hayward* hath and is Intituled to Three Shares; the ſaid *James Hallett* hath and is Intituled to Sixty Shares; the ſaid *Thomas Houghton* hath and is Intituled to Two Shares; the ſaid *Benjamin Rawlins* hath and is Intituled to Twenty Shares; the ſaid *William Stubbs* hath and is Intituled to Ten Shares; and the ſaid *Chriſtopher Smith* hath and is Intituled to Five Shares, as by the ſaid Transfer-Book, relation being thereunto had, may more fully and at large appear.

And whereas the ſaid Mines have hitherto been unprofitable to the Owners, for want of a Stock, and of a good Conſtitution for the Management thereof; and by reaſon of unhappy Differences and Law-Suits amongſt the Partners, and Five Years of the ſaid Term granted by the ſaid Sir *Carbery Pryſe* is expired, and conſiderable Sums of Money are owing to ſeveral Officers, Agents and Stewards, *The Cauſes that obſtructed the working of the Mines.*

Miners and Labourers, and to ſeveral other Perſon and Perſons, and are chargeable upon the ſaid Mines; All which hath hitherto diſcouraged the Partners from raiſing of a Stock. **And** foraſmuch as the ſaid Partners do now labour under great Difficulties and Diſadvantages in theſe and other reſpects.

For removing of all which Obſtructions, and for raiſing a Stock of 20000 l.

And whereas the ſaid Sir *Humphrey Mackworth* taking the Premiſes into Serious Conſideration; and to the end that the ſaid Mineral Works may be ſet on work, and carried on to the beſt Advantage, hath acquainted the ſaid Partners, that within ſix Days after the Execution of theſe Preſents (whereby it is intended the ſaid Truſtees and Partners ſhall Aſſign and Transfer the ſaid Mines and Premiſes unto the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pit*, for and during the reſidue of the ſaid Term of Two and twenty Years and an Half yet to come and unexpired) (under the Truſt and Management herein after mentioned and expreſſed.) He, the ſaid Sir *Humphrey Mackworth* will propoſe and open to the ſaid preſent Partners an Expedient for clearing all the Debts wherewith the ſaid Mines now ſtand charged, and for raiſing the Sum of Twenty thouſand Pounds for a Stock for carrying on the Working of the ſaid Mines, without any Premium or Repayment of either Principal or Intereſt, and for paying or ſecuring to ſuch of the ſaid Partners as ſhall be unwilling again to become Adventurers with the ſaid Sir *Humphrey Mackworth*, under ſuch Propoſals as he ſhall make, the Sum of Twenty Pounds for every Share they now reſpectively have in the ſaid Mines.

Sir Humphrey Mackworth undertakes within ſix days after the Execution of theſe Preſents, to propoſe an Expedient.

The Advantages thereof.

And for as much as it is intended that the ſaid Partners and their Aſſignees, who ſhall become Adventurers with the ſaid Sir *Humphrey Mackworth*, under ſuch Propoſal as he ſhall make, ſhall be thereby delivered from an Arbitrary Management of the ſaid Mines, and have the Benefit of an equal and fair Conſtitution; And alſo have Five Years added to their Term, which is computed by the preſent Steward of the ſaid Mines to be worth, in Reverſion, after the Expiration of the ſaid Term in being, ſeveral Hundred thouſand Pounds.

And whereas it is thereby intended, That a Stock of Twenty Thouſand Pounds, clear of all Debts paid and diſcharged, ſhall be raiſed, whereby the Intereſt of the ſaid Mines and Premiſes will be advanced to Five times the Value they were before.

The Conſideration.

And foraſmuch as the ſaid Sir *Humphrey Mackworth* doth not require or inſiſt upon any other Conſideration for the Premiſes, but only liberty of diſtributing a moderate Share thereof to Charitable Uſes, whereof One Moiety will iſſue out of his own and Friends Intereſt and Shares, as an Humble Acknowledgment to Almighty God for the Great and Wonderful Deliverance of him and his Friends at Sea: All which is held reaſonable by all the ſaid Partners.

The Intent of theſe Preſents.

To the end therefore that the ſaid Propoſal may be put in Execution, all Differences between the ſaid Partners be compoſed, all Debts and Salaries paid and diſcharged, a Stock of Twenty Thouſand Pound raiſed, and the ſaid Sir *Humphrey Mackworth* enabled to eſtabliſh and ſettle the ſeveral Charities herein and in the ſaid intended Propoſal to be mentioned and ſet forth.

Now this Indenture witneſſeth, &c.

Now this Indenture witneſſeth, That the ſaid *Thomas Done*, *Richard Hore*, *Robert Fowles*, and *Nicholas Baker*, (who are the ſurviving Truſtees in the ſaid laſt recited Indenture mentioned) by the Directions, and by and with the Conſent of all the ſaid Parties above-mentioned, and of the Chair-Man and Committee for the management of the ſaid Mines as aforeſaid, Teſtified by their being Parties to theſe Preſents. **And** they the ſaid Partners, and every of them (as far as in him and them lies) and for and in Conſideration of the Sum of Five Shillings to them and every of them in Hand paid, the Receipt whereof they and every of them do hereby acknowledge, **have** Given, Granted, Aſſigned, Transferred, and Set over, and by theſe Preſents do Give, Grant, Aſſign, Transfer, and Set over unto the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pit*, **All** and Singular the ſaid Mines, Ores, Minerals, and Premiſes, and all the Liberties, Authorities, and Privileges, and all other things thereunto belonging; And alſo all Houſes and Buildings, Tenements, Hereditaments, Engines, Iron Cheſts, Materials and Utenſils whatſoever, belonging to, uſed or imployed in or about the ſaid Mines and Undertaking, and all other the Premiſes aforeſaid, and all and every of their Eſtate, Right, Title and Intereſt, Property, Claim, and Demand whatſoever, both at Law and in Equity, of, into, or out of the ſame hereby above Granted, Bargained, Transferred, or Aſſigned Premiſes with the Appurtenances, or meant, mentioned, or intended to be hereby Granted, Bargained, Transferred, and Aſſigned as aforeſaid, **To have and**

The Old Truſtees and Partners aſſign over to the New Truſtees.

to

to hold all and ſingular the ſaid Mines, Ores, Minerals and Premiſes, with the Appurtenances unto the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, their Executors, Adminiſtrators and Aſſigns, for and during all the reſt and reſidue of the ſaid Term of Twenty Two Years and an half yet to come and unexpired, under the Truſts, Conditions and Limitations, and to the ſeveral Uſes, Intents, and Purpoſes herein after mentioned and ſet forth.

And the ſaid *Edward Pryſe*, for, and in Conſideration of the Sum of Five Shillings to him in Hand paid, the Receipt whereof he doth hereby acknowledge, and for divers other good Cauſes and valuable Conſiderations him thereunto moving; and by and with the Directions and Conſent of the ſaid Sir *Humphrey Mackworth*, teſtified by his being a Party to theſe Preſents, hath Given, Granted, Aſſigned, Tranſferred and Set over, and by theſe Preſents doth Give, Grant, Aſſign, Transfer and Set over unto the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon* and *Thomas Pitt*, their Executors, Adminiſtrators and Aſſigns, All, and ſingular the ſaid Mines, Oars, Minerals and Premiſes hereby Granted, Transferred, and Aſſigned, or Meant, Mentioned, or Intended to be hereby Granted, Transferred, and Aſſigned, with the Appurtenances, unto the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, their Executors, Adminiſtrators and Aſſigns, for and during the further Term of Five Years, to Commence immediately from and after the End or other Determination of the ſaid Term of Twenty Two Years and an half above mentioned, and fully to be compleat and ended, under the ſeveral and reſpective Truſts and Confidences, and under the ſeveral Conditions and Limitations, and to the ſeveral Uſes, Intents and Purpoſes herein after ſet forth. *Edw. Pryſe Grants a further Term of Five Years to the new Truſtees.*

And it is hereby Declared and Agreed by and between all the ſaid Parties to theſe Preſents, That in caſe the ſaid Propoſal, to be made by the ſaid Sir *Humphrey Mackworth*, ſhall be accepted by the Partners or any of them, and they or any of them ſhall become Adventurers with the ſaid Sir *Humphrey Mackworth*, in ſuch Propoſal to be made, and the ſame ſhall take Effect.

That then for the more certain Regulation, and for the quiet and better Management and Government of the ſaid Mines, Stock and Premiſes, and of all other Matters and Things relating to the ſame, and to the Intent that no Difference may hereafter ariſe amongſt the Perſons who ſhall be intereſted in the ſaid Mines, Stock and Premiſes, the ſame from time to time ſhall be Managed, Ordered and Governed during the ſaid Term of Twenty Two Years and an half, and the ſaid further Term of Five Years, by the Proprietors thereof and their Aſſigns (who ſhall be Intituled to the Premiſes above-mentioned) in ſuch General Meetings, or Courts, Particular Meetings, or Grand Committees, Private Meetings, or Select Committees, and under ſuch Conditions and Reſtrictions, and in ſuch Manner and Form as is herein after ſet forth and declared (that is to ſay) And firſt it is Declared and Agreed by and between all the ſaid Parties to theſe Preſents, That the moſt Noble his Grace the Duke of *Leeds* ſhall and may, and is hereby humbly deſired, to Preſide and be Governor and Chairman of the ſaid Company, of and in all the ſaid General Meetings, Grand Committees, and Select Committees herein mentioned, for and during the ſaid ſeveral Terms of Years above mentioned, in Caſe his Grace the ſaid Duke of *Leeds* ſhall happen ſo long to live; And from and after his Deceaſe, That then the ſaid Sir *Humphrey Mackworth* ſhall and may Preſide and be Chairman of and in the ſaid ſeveral Meetings, during the ſaid Terms of Years above-mentioned, in Caſe he ſhall happen ſo long to live. And alſo that the ſaid Sir *Humphrey Mackworth* ſhall and may in the mean time, and in the Abſence of his Grace the ſaid Duke of *Leeds*, be Deputy Chairman of and in the ſaid ſeveral Meetings and Committees aforeſaid, for and during the Natural Life of his Grace the ſaid Duke of *Leeds*

The Beginning of the New Conſtitution for the Management of the Mines.

By General Meetings, Grand Committees, and Private Committees.

His Grace the Duke of Leeds *Governor of the Company.*

Sir Humphrey Mackworth *Deputy to his Grace.*

And farther, That ſuch Perſons who ſhall be Proprietors of, or Intituled to Three Shares or more of the ſaid Stock, Mines and Premiſes, or the Profits or Proceeds thereof, as aforeſaid, ſhall and may, at ſuch Time and Place as the ſaid Chair-Man for the Time being ſhall appoint, within the Space of Twenty Days next after the ſaid Propoſal ſhall be made, accompliſhed and take Effect, and at ſuch other Time and Times, Place and Places, as is herein after mentioned and directed (either by themſelves or their Deputy or Proxy thereunto ſufficiently Authorized under their Reſpective Hands and Seals) generally Aſſemble and meet together by Ten of the Clock in the Morning, and then and there, by Plurality of Votes [that is to ſay] every Perſon who ſhall have Three Shares ſhall have One Vote; and no Perſon whatſoever ſhall have above one Vote, tho' he ſhall have ever ſo many Shares; Except

Every Perſon who hath Three Shares hath One Vote in a General Meeting.

Either by himſelf or by his Deputy or Proxy.

but *No Perſon is to have more than One Vote, tho' he hath ever ſo many Shares.*

Except the Chair-Man by his caſting Vote. except the Chair-Man for the time being, or his Deputy as aforeſaid, who ſhall have a caſting Vote, if occaſion be, over and above his own ſingle Vote as aforeſaid.

In the Abſence of his Grace and Sir H. Mackworth, *the Chair-Man is to be Elected;* They the ſaid Proprietors ſhall and may in the Abſence of the ſaid moſt Noble his Grace the Duke of *Leeds*, and the ſaid Sir *Humphrey Mackworth*, Elect and Conſtitute one of the ſaid Proprietors, having Twenty or more Shares in his own Right, to be Chair-Man of the ſaid General Meeting for the Time being.

[a] *And one Perſon to be Book-keeper and Caſh-keeper.* [a] And afterwards ſhall and may Elect and Conſtitute one Perſon to be Book-Keeper and Caſh-Keeper, and one other Skilful Perſon to be [b] Manager and Director of the ſaid Mines and Mineral Works in the ſaid County of *Cardigan*; And alſo one other Perſon to be [c] Stock-Keeper and Pay-Maſter to the Miners and Labourers to be employed in and about the ſaid Mines, and ſhall allow every ſuch [d] Officer and Agent ſuch Salary and Salaries reſpectively, as they or the major part of them ſhall think fit.

[b] *And one other to be Manager and Director of the Mines;*

[c] *And one other to be Paymaſter to the Miners.*

[d] *And are to Aſcertain their Salaries;*

[e] And alſo ſhall and may Elect and Conſtitute Twelve Perſons beſides the ſaid Chair-Man, whereof each of them ſhall have Twenty or more Shares in the ſaid Mines and Premiſes in their own Right, to be a ſelect Committee for the better Management of the ſaid Mines, with ſuch Powers and Authorities as is herein after ſet forth, for and during the ſpace of one whole Year then next enſuing, and until another Committee ſhall be choſen in their ſtead, in Manner and Form as is herein after directed and expreſſed.

[e] *And to Elect 12 Perſons beſides the Chair-man to be a ſelect Committee.*

[f] *The Power of a General Meeting to alter Fundamentals, &c.* [f] **And** it ſhall and may be lawful too and for the ſaid Proprietors, who ſhall be preſent at ſuch General Meeting, or ſuch of them as ſhall have the Majority of Votes as aforeſaid, from time to time, and at all times hereafter, during the ſaid ſeveral and reſpective Terms, to Settle and Eſtabliſh any Rule, Order, or Method whatſoever amongſt the ſaid Proprietors, for the better Government and Management of the ſaid Mines, Stock, and Premiſes as they ſhall think fit, provided the ſame be not Repugnant to, or Inconſiſtent with the Laws of this Realm, nor any wiſe prejudicial to the Right, Title, or Intereſt of any other Proprietors of the ſaid Mines and Premiſes, contrary to the true intent and meaning of theſe Preſents.

The manner of Summoning a General Meeting. See p. 9. **And it is** hereby declared, That from and after the ſaid firſt General Meeting as aforeſaid, every ſuch General Meeting ſhall be had and aſſembled by ſuch Perſons, and on ſuch due Notice and Summons as is herein after ſet forth, and not otherwiſe.

One thouſand Shares requir'd to a General Meeting. **Provided always,** That no ſuch General Meetings ſhall or may be held, unleſs there be then preſent ſo many diſtinct Proprietors who ſhall have One Thouſand Shares of and in the ſaid Mines and Premiſes, but any other leſſer Number may upon ſuch Summons meet and adjourn from Day to Day, and otherwiſe as they ſhall ſee occaſion, till a full number of Proprietors ſhall aſſemble and meet together as aforeſaid.

The Particular Meeting, or Grand Committee; *Wherein every Proprietor who hath* 10 *Shares hath one Vote; And ſhall meet on every ſecond* Wedneſday *in* June *without Summons, by themſelves or Proxies.* *And no Perſon is to have more than one Vote.* **And it is** hereby further Declared and Agreed, That every ſuch Perſon or Perſons, who ſhall have or be Intituled to have as aforeſaid Ten or more Shares of and in the ſaid Stock, Mines, and Premiſes, ſhall or may without any Notice or Summons once in every Year during the ſaid Term, on every ſecond *Wedneſday* in *June*, at *Guildhall* within the City of *London*, if no other Place be appointed within the ſaid City, as herein after ſet forth, or elſe at ſuch other Time and Place within the ſaid City of *London* as ſhall be ſo appointed, either in Perſon, or in their Abſence by their ſeveral and reſpective Depury or Deputies, or Proxy thereunto ſufficiently Authorized under their reſpective Hands and Seals, particularly aſſemble and meet together by Ten of the Clock in the Morning, in all which particular Meetings or Grand Committees ſo to be held as aforeſaid, every Proprietor, for Ten Shares he ſhall then have in the Premiſes, ſhall have one Vote, and no one Perſon ſhall have above one Vote in any ſuch particular Meeting, although he ſhall have ever ſo many Shares in the Premiſes.

In the Abſence of his Grace the Duke of Leeds *and Sir* H. Mackworth, *the Chair-man is to be Elected.* **And** the ſaid Proprietors who ſhall be preſent at any ſuch Grand Committee, or ſuch of them as ſhall have the Majority of Votes as aforeſaid, ſhall and may in the Abſence of the ſaid moſt Noble his Grace the Duke of *Leeds*, and of the ſaid Sir *Humphrey Mackworth* as aforeſaid, Elect and Conſtitute one Perſon who ſhall have Twenty or more Shares in his own Right, to be Chair-Man of the ſaid Grand Committee for the time being, who ſhall have a caſting Vote over and above his own Vote or Votes as aforeſaid, in caſe of an equality of Votes.

And further, the ſaid Proprietors laſt above mentioned ſhall and may Elect and Conſtitute a new elect Committee, conſiſting of Twelve of the ſaid Proprietors, beſides the ſaid Chair-Man or his Deputy, each of them having Twenty Shares in the Premiſes in their own Right, and not as Deputy or Proxy to any other Perſon or Perſons, and with ſuch Powers and Authorities as is herein mentioned and declared to continue for a Year, and until another Committee ſhall be choſen in their ſtead, and ſhall and may from time to time and at all times hereafter as there ſhall be occaſion, diſplace, alter and change all or any of the ſaid Officers aforeſaid, and any one or more of the ſaid ſelect Committee, and place others in their place and ſtead, and alſo increaſe or leſſen the Salaries of all or any ſuch Officer or Officers reſpectively, and all Dividends of the Profits, Product, Increaſe and Gain, which ſhall be had, made, ariſing and growing out of the ſaid Mines, Stock and Premiſes, ſhall be from time to time made, ordered, and declared by them, and the major part of them, in manner aforeſaid.

A New ſelect Committee to be Elected every Year, who are to have 20 Shares in their own Right.

Power of Grand Committee over the private Committee, and over all the Officers. And to make a Dividend of the Profits.

Provided always, That no Dividend ſhall be made but of ſuch Sum or Sums of Money and Profits of the Premiſes, as ſhall be gained over and above the principal Stock, which ſhall be kept in an Iron Cheſt, or elſe in the Royal Bank of *England*, at the Election of the ſaid Grand Committee, or the major part of them as aforeſaid, and from thence iſſued out for the effectual carrying on of the ſaid Works as is herein after directed.

But not to leſſen the Principal Stock.

And all and every General Meeting ſhall be Summoned and held by Order of the ſaid Grand Committee in manner following (that is to ſay) by hanging up a publick Notice thereof in Writing, on the firſt Pillar on the Right Hand, near the South-Gate or Entrance into the *Royal Exchange*, *London*, and at the uſual Place of Meeting, a Month before the time appointed, which ſhall be accepted and taken as a good Summons of a General Meeting, and of which all the ſaid Proprietors ſhall be obliged to take notice to all intents and purpoſes whatſoever.

The manner of Summoning a General Meeting.

Provided always, That no particular Meeting or Grand Committee ſhall or may be held, unleſs it be in order to an Adjournment, nor any Order made of any effect, unleſs there ſhall be ſo many Proprietors then preſent, as by the Conſtitution aforeſaid ſhall have Five Hundred or more Shares of and in the ſaid Mines and Premiſes.

500 Shares required to a Grand Committee.

Provided always, That no Rule, Order, or Method eſtabliſhed by theſe Preſents, or by the ſaid General Meeting, for the management of the ſaid Mines, Stock, and Premiſes, or any part thereof, ſhall or may be Set aſide, Vacated, or Repealed by the ſaid particular Meeting or Grand Committee, but only by the ſaid General Meeting.

No Order herein to be Repealed but by a General Meeting

Provided always, That no Perſon ſhall have a Vote in any of the ſaid General or Particular Meetings, unleſs he ſhall firſt ſolemnly declare before all the ſaid Proprietors then preſent [if required by the ſaid Chair-Man or his Deputy, or any ſix of the ſaid Proprietors] that he then hath ſuch Shares as aforeſaid (that is to ſay) Three Shares in a General Meeting, and Ten Shares in a Particular Meeting in his own Right, or elſe as Deputy and Proxy for one of the ſaid Proprietors then abſent, [And ſhall, if required by Six of the ſaid Proprietors, make a voluntary Affidavit thereof before a Maſter in *Chancery*.]

No Perſon to have any Vote, unleſs he hath 3 Shares in a General, and 10 Shares in a Particular Meeting, and make Affidavit thereof, if required.

And it is hereby further declared, That the ſaid Select Committee ſo from time to time by Majority of Votes as is herein mentioned, Elected and Conſtituted as aforeſaid, ſhall and may from time to time, and at all times hereafter, in the abſence of the ſaid moſt Noble his Grace the Duke of *Leeds*, and the ſaid Sir *Humphrey Mackworth* as aforeſaid, Elect and Conſtitute one of the ſaid Committee to be their Chair-Man for the time being, and ſhall and may privately meet once in every Week or oftner (as occaſion ſhall be) and at ſuch place as ſhall be from time to time appointed by the Majority of the ſaid ſelect Committee; And at every ſuch private Meeting the ſaid Chair-Man and his Deſhall have a Caſting Vote over and above his ſingle Vote as one of the ſaid Committee in caſe the Votes of the ſaid Committee ſhall be equally divided, but that no Perſon of the ſaid Committee, [except the ſaid Chair-Man by his Caſting Vote as aforeſaid, ſhall have any more Votes than one Vote, on any Pretence or Account whatſoever, nor any Perſon ſhall be capable of being Elected one of the ſaid Select Committee who ſhall be Truſtee, Deputy, or Proxy as aforeſaid, and ſhall not then have Twenty Shares of the ſaid Mines and Premiſes in his own Right, and make a voluntary Affidavit thereof before a Maſter in *Chancery* (if required) by the Chair-Man or any Six of the ſaid Partners: And in caſe any Perſon or Perſons of the ſaid private Com-

The Private or Select Committee.

May meet every Week, or oftner, if occaſion.

No Perſon to have more than one Vote.

No Deputy or Proxy to be of the ſaid Committee, or any who hath leſs than Twenty Shares.

mittee ſhall Sell and Transfer his or their Shares in the ſaid Mines and Premiſes to any other Perſon or Perſons, that then and from thenceforth every ſuch Perſon and Perſons ſo Transferring their Shares as aforeſaid, ſhall ceaſe to be of the ſaid Select Committee, and ſhall have no Vote in the Management of the ſaid Stock, Mines and Premiſes, and that another ſhall or may be Choſen in his or their Rooms or Places in Manner and Form as aforeſaid.

The Power of the Private Select Committee, or any 5 of them, beſides the Chair Man.

And it is hereby declared, That the ſaid Select Committee, or any Five of them then preſent, together with the Chair-Man for the time being or his ſaid Deputy as aforeſaid, ſhall and may by Majority of Votes as aforeſaid, Tranſact and do all Matters and Things relating to the ſaid Mines, Stock and Premiſes, which they or the major part of them then preſent ſhall judge to be for the general Good, and beſt Advantage of the ſaid Proprietors in general, and which is not otherwiſe directed by theſe Preſents, and appointed to be done by the ſaid General or Particular Meetings, and ſhall or may by Order or Writing under their Hands, and not otherwiſe, make any Bargain, Contract, or Agreement for the Sale of or other Diſpoſition of the ſaid Ore and Premiſes, or any part thereof, or for any other purpoſe whatſoever relating to the ſaid Mines, and for the better carrying on the ſaid Mines and Mineral Works, and all ſuch Contracts and Agreements ſhall be valid, and firm, and binding to all the ſaid Proprietors as aforeſaid: And the ſaid Select Committee ſhall be, and are hereby declared and agreed to be from time to time, and at all times Protected, ſaved Harmleſs, and kept Indempnified of and from all Troubles, Coſts, Charges and Damages which they or any of them ſhall or may happen to pay, bear or ſuſtain for or by reaſon thereof, by and out of the ſaid Stock and Premiſes, and the Gain, Product, and Intereſt thereof.

All Bargains to be in Writing under their Hands, and not truſted to a bare Entry by the Book-keeper.

The Committee to be Indempnified.

All Bargains which are to continue above a Year, or are in value above 5000l. are to be ſigned by 7 of the Committee, and if in value above 10000, by the Grand Committee.

Provided always, That no ſuch Bargain for the Sale or Working of the ſaid Mines, Ore, and Premiſes which is to continue for more than One Year, or is of greater Value than Five Thouſand Pounds, ſhall be good and valid, unleſs the ſame be made and ſigned in Writing under the Hands and Seals of Seven of the ſaid Select Committee. **And** further, That in Caſe ſuch Bargains ſhall be of greater Value than Ten Thouſand Pounds, that then it ſhall not be Valid unleſs the ſame be confirmed at the next Particular Meeting by the Grand Committee aforeſaid.

One Pound allowed to every private Committee.

And the ſaid Select Committtee ſhall have One Pound allowed at every Meeting, to thoſe that ſo meet within half an Hour after the Time appointed for the publick Good out of the ſaid Common Stock.

Seven of the private Committee may at any time Summon a Grand Committee.

And in caſe there ſhall be occaſion to make a Dividend [oftner than once in a Year, or any other Occaſion happen] that the ſaid Committee, or any Seven of them, may by Order under their Hands Summon a particular Meeting or Grand Committee to be held at ſuch Time and Place as they ſhall appoint within the City of *London*, by hanging up a publick Notice thereof in Writing on the firſt Pillar on the Right Hand near the South-Gate or Entrance into the *Royal-Exchange*, *London*, and at the uſual Place of Meeting, Ten Days before the Time appointed, which ſhall be deemed, accepted, and taken as a good Summons of a Grand Committee to all Intents and Purpoſes whatſoever.

Book-keeper and Caſh-keeper to give good Security for the Faithful Diſcharge of his Office.

And it is further declared and agreed, That the ſaid Book-Keeper and Caſh-Keeper for the time being, ſhall give ſuch Security to the ſaid Truſtees, as ſhall be required or approved by the major Part of the ſaid Select Committee, for the Faithful Diſcharge of his ſaid Office, and to make and keep true Accompts and true Entries of all Orders made by the ſaid ſeveral Meetings, and of all Letters, Accompts, Buyings, Sellings, Doings, Contracts, Bargains, Agreements or Dealings whatſoever, reſpecting, concerning, or in any wiſe relating to the ſaid Mines, Stock and Premiſes in ſuch Books for that purpoſe provided, and in ſuch Manner, and Form, and Method as ſhall be from time to time Ordered and Directed by the Majority of the ſaid Committee or Private Meeting as aforeſaid; And in Default thereof ſhall and may be Suſpended from the Execution of his ſaid Office by the ſaid Select Committee, or the major number of them preſent at a Private Meeting.

And in Default of Payment of what ſhall be due to any one of the Proprietors, to forfeit his Office.

And to the intent that Right and Juſtice may be done to all Parties concerned, without Fraud, Deceipt, or Delay, **It is** hereby further Provided, Declared, and Agreed by and between all the ſaid Parties to theſe Preſents, That in caſe the ſaid Caſh-Keeper for the time being ſhall at any time or times hereafter refuſe or neglect to pay, or cauſe to be paid unto all or any one of the Proprietors of the ſaid Mines, or their Aſſigns for the time being, ſuch Sum or Sums of Money as

as ſhall be in his Hands, and ſhall be due to any of them, and appointed to be paid as herein ſet forth, by the ſpace of One Month after demand; That then (an Affidavit being made before a Maſter in Chancery, by Two credible Witneſſes, of ſuch Demand, and delivered to the ſaid ſelect Committee) the ſaid Caſh keeper ſhall be diſcharged by the ſaid ſelect Committee, of his ſaid Office and Place and Sallary thereto belonging, and deemed uncapable of holding the ſaid Office or Place, or of being new Elected into the ſaid Office, by any Way or Means whatſoever: And the ſaid Select Committee, or any Seven of them, may appoint any other Perſon in his Place, to continue till the next particular Meeting.

Any Perſon may Peruſe the Books, but not Tranſcribe without an Order.

And all the ſaid Partners, who ſhall be concerned and intereſted in the Premiſes, ſhall have free Acceſs to Inſpect the ſaid Books, but not to Write or Tranſcribe any thing out of the ſame, without an Order of the ſaid Select Committee.

A Transfer-Book Eſtabliſhed.

And it is hereby Agreed, That a Transfer Book or Books ſhall, at the Common Charge of the ſaid Proprietors, be provided and kept by the ſaid Book-keeper, wherein all ſuch Perſon or Perſons, who ſhall be from time to time Intereſted in the ſaid Mines, Stock, and Premiſes, ſhall and may from time to time, and at all times hereafter, during the ſaid Term, Transfer, Aſſign, and Set over their reſpective Shares and Intereſts which they reſpectively have or ſhall have therein, by Virtue of, or according to the true Intent and Meaning of theſe Preſents, to any Perſon or Perſons whatſoever.

And ſuch Perſon or Perſons to whom ſuch Share or Shares ſhall be ſo Transferred, Aſſigned, and Set over, ſhall accept of ſuch Share or Shares upon the Conditions and Subject to the Covenants, Declarations and Agreements herein contained, and ſhall declare ſuch his Acceptance accordingly in Writing, under his or their Hands, to be written in ſuch Transfer-Book; and ſuch Aſſignee or Aſſignees having accepted of ſuch Share or Shares reſpectively, under the Conditions and Agreements aforeſaid, may in like manner Aſſign and Transfer the ſame over to any other Perſon or Perſons whatſoever, in the ſaid Transfer-Book, and not otherwiſe; and ſo *Toties Quoties*, as often as the ſaid Parties and their Aſſigns ſhall think fit, ſuch Transferror and Transferree, paying for the ſame the Sum of One Shilling a Piece to the ſaid Book-keeper, for every ſuch Transferr or Aſſignment.

One Shilling to be paid for every Transferr.

And that on ſuch Aſſignment, or Transferr and Acceptance as aforeſaid, the Perſon and Perſons to whom the ſame ſhall from time to time be ſo made as aforeſaid, ſhall be thereby Intituled to ſo many Shares of the ſaid Stock, Mines, and Premiſes, and Proceeds thereof reſpectively, during the ſaid reſpective Terms, as ſhall be ſo to him and them Aſſigned and Transferred as aforeſaid.

No Perſon to have any Vote or Dividend before Transferr made, and an Acceptance thereupon in the ſaid Transfer-Book.

But before ſuch Transferr and Acceptance made and Entred as aforeſaid, no Aſſignee or Aſſignees whatſoever, ſhall have any Vote, in all or any the ſaid Meetings, or any Share or Shares, or Dividend of the Profits of the ſaid Stock, Mines, and Premiſes, any Deed or other Aſſignment, or any thing herein to the contrary in any wiſe notwithſtanding.

A Houſe and Iron Cheſt is to be provided with 7 ſeveral Locks and Keys.

And for the better and more effectual Managing and carrying on the ſaid Mineral Works and Premiſes, and for ſecuring the ſaid Stock for the Uſe of the ſame, and alſo the Gains, Profits, and Proceeds thereof for the Uſes herein mentioned, It is further Declared and Agreed by and between the ſaid Parties to theſe Preſents, that a convenient Houſe, in the City of *London*, ſhall be Taken and Rented by the ſaid Select Committee, or any Seven of them, at the Common Charge of the ſaid Proprietors, wherein the ſaid Select Committee ſhall and may from time to time Meet, and where the ſaid Book-keeper and Caſh-keeper ſhall Dwell and Inhabit, and that there ſhall be Provided, at the Common Charge as aforeſaid, a Strong Iron Cheſt, with Seven ſeveral Locks and Keys, to keep the ſaid Stock and Profits of the Premiſes, or ſo much thereof as they ſhall think fit, and as the ſame ſhal Accrue, Ariſe and be Received; and that all the ſaid Stock, Increaſe, and Profits of the Premiſes ſhall be kept in the ſaid Iron Cheſt, or elſe in the Bank of *England*, at the Election and Diſcretion of the ſaid Grand Committee: And the ſaid Iron Cheſt ſhall be and remain in the Cuſtody of the ſaid Caſh-keeper, in a Room for that Purpoſe Appointed, and well ſecured with ſtrong Iron Bars, Locks, and other Means, as the ſaid Select Committee ſhall appoint. And the ſaid Seven Keys ſhall be Intruſted in the Hands and Cuſtody of ſuch Seven Perſons of the ſaid Private Committee, as they, or the Majority of them ſhall from time to time Appoint. And the ſaid Iron Cheſt ſhall never be Opened, but in the Preſence of the ſaid Select Committee, and then and in their Preſence ſhall be Locked up again, and the ſaid Keys ſecured by them, as aforeſaid; but the Key

The Stock to be kept in the Iron Cheſt, or elſe in the Bank of England; and not in any Private Hand.

The 7 Keys to be kept by 7 of the Committee, and the Cheſt never opened but in their Preſence.

of

of the ſaid Room ſhall or may be kept by the ſaid Caſh-keeper, having given good Security for the faithful Diſcharge of his Truſt, as aforeſaid.

In caſe any Seizure or Diſtreſs happen to be made on the Mines, for the Debt of any of the Partners.

And it is hereby further agreed by and between all the ſaid Parties to theſe Preſents, That in caſe any of the Proprietors of the ſaid Mines and Premiſes, or their Executors or Aſſigns ſhall be Indebted to any Perſon or Perſons, in any Sum or Sums of Money whatſoever, and ſhall neglect to pay the ſame, whereby an Execution ſhall be taken out, and a Diſtreſs or Seizure made upon all or any part part of the ſaid Mines, Ore, Stock and Premiſes, that then and in ſuch Caſe the ſaid Select Committee for the time being, or the major part of them, ſhall and may ſell and diſpoſe of the Share or Shares of ſuch Perſon or Perſons of and in the ſaid Mines, Stock and Premiſes, or ſo many of them as ſhall be ſufficient to diſcharge and pay off the ſaid Debt or Debts, at the beſt Price that can be had for the ſame. And if the ſaid Share or Shares of ſuch Proprietor or Proprietors as aforeſaid, happen not to be ſufficient for the Diſcharge of ſuch Debt or Debts as aforeſaid, that then the ſaid Share or Shares ſhall be Aſſigned and Transferred by the ſaid Select Committee for the time being, or the major part of them, in part of Payment of the ſaid reſpective Debt or Debts, and in full Diſcharge of the ſaid Diſtreſs, Seizure, and Execution. And every ſuch Sale and Aſſignment from time to time made by the ſaid Select Committee for the time being, or the major part of them, ſhall be good and valid, and ſhall be Confirmed by the ſaid Creditor and Creditors reſpectively; Any thing in theſe Preſents to the contrary in any wiſe notwithſtanding.

The Committee have power to Sell or Aſſign ſuch Partners Shares in diſcharge of the Debt.

Truſtees to deduct their Charges.

And it is hereby Declared and Agreed by and between the ſaid Parties to theſe Preſents, and it ſhall and may be lawful to and for the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, their Executors and Aſſigns, from time to time to deduct and defalk unto themſelves out of the Premiſes all ſuch Coſts, Charges and Expences as they or any of them, or their or any of their Agents or Servants ſhall expend, ſuſtain, or be put unto, for, or by reaſon or in reſpect of the Execution and Performance of the ſaid Truſt or otherwiſe in any kind relating to the ſaid Truſt and Premiſes, and that none of them ſhall be accountable for any more of the Profits of the Premiſes than ſhall come to their Hands ſeverally and reſpectively; And that no one of them ſhall be chargeable or accountable for the Receipt of the other of them, any thing herein contained to the contrary notwithſtanding.

And none to be accountable for more than he actually receives.

That the Truſtees may at any time Aſſign over their Truſt.

And further, That in Caſe the ſaid Truſtees, or any of them, or of their reſpective Aſſigns, ſhall deſire and be intended to Relinquiſh and Reſign the Truſts hereby repoſed or meant, mentioned or intended to be repoſed in them, and to be Releaſed and Diſcharged of and from the ſame; And of ſuch their deſire and mind ſhall give or leave Notice or Warning in Writing unto or for the ſaid Committee for the time being, at their then uſual Time and Place of Meeting, for Managing of the ſaid Mines, Stock and Premiſes, and ſhall within the time and ſpace of Thirty Days next enſuing ſuch Notice or Warning, Aſſign over or Releaſe the ſame unto ſuch Perſon or Perſons as they the ſaid Committee, or the major part of them ſhall Chuſe, Nominate and Appoint in that behalf; And in default of ſuch Choice, Nomination and Appointment unto the reſt of the Truſtees for the time being, or to ſuch other Perſon or Perſons as they the ſaid Truſtee or Truſtees, ſo Relinquiſhing or Reſigning, ſhall in that behalf reſpectively think fit, That then, and in ſuch Caſe, and at all times after ſuch Aſſignment ſhall be ſo made, ſuch of the ſaid Truſtees as ſhall ſo Relinquiſh and Reſign his Truſt, ſhall be Acquitted and Diſcharged of and from the ſame, and all Actions, Suits, Coſts, Damages, Troubles and Expences whatſoever for any future Thing or Things to be acted or done about, reſpecting or concerning the ſaid Mines, Stock and Premiſes, or any thing thereto belonging or appertaining: And alſo ſhall at all times after ſuch Reſignation or Aſſignment as aforeſaid, be Protected, ſaved Harmleſs, and kept Indempnified by the ſucceeding Truſtees, and by the ſaid Proprietors and their Aſſigns for the time being, by and out of the ſaid Mines, Stock and Premiſes, and the Gain and Increaſe thereof, and of and from all Actions, Suits, Coſts, Troubles, Damages and Expences whatſoever, which ſhall or may be had againſt him or them the ſaid Truſtee or Truſtees ſo Reſigning, Relinquiſhing or Aſſigning, or which he or they ſhall or may be put unto or ſuſtain, for or by reaſon or means of any Act or Thing by him or them done, committed or ſuffered before ſuch Reſignation, Relinquiſhment or Aſſignment, by reaſon of the Truſts hereby repoſed or meant, mentioned or intended to be repoſed

And upon ſuch Aſſignment ſhall be Diſcharged and Indempnified, &c.

poſed in him or them reſpectively, in or about the Defence, Management or Execution thereof, or of any of them as aforeſaid.

And it is hereby further Agreed, That the ſaid Select Committee for the time being, or the major part of them in Committee aſſembled, ſhall or may at any time or times hereafter, by Virtue of an Order of the ſaid particular Meeting, and not otherwiſe, requeſt and deſire all or any of the ſaid Truſtees for the time being, to Aſſign or Releaſe his and their Truſts, ſuch Truſtee and Truſtees being ſufficiently ſaved Harmleſs and Indempnified of, and from, and againſt all lawful Acts and Things by them done in the Defence or Execution of the ſaid Truſts, and Reimburſed all their Charges and Expences as aforeſaid, and that thereupon ſuch Truſtee or Truſtees ſhall, may, and will Aſſign and Releaſe his and their Truſt to ſuch Perſon and Perſons as the ſaid Select Committee for the time being ſhall appoint.

Provided always, And it is hereby Covenanted, Declared and Agreed by and between all the ſaid Parties to theſe Preſents, That all and every the ſaid Mines and Premiſes, with the Appurtenances above hereby Granted, Bargained or Aſſigned, or meant, mentioned or intended to be hereby Granted, Bargained or Aſſigned, are hereby declared to be Granted, Bargained and Aſſigned to the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pit*, their Executors, Adminiſtrators and Aſſigns upon the ſeveral Truſts and Confidences, and to the ſeveral Uſes, Intents and Purpoſes, and under the ſeveral Conditions and Limitations herein after mentioned and ſet forth; [that is to ſay,] *That the Mines are granted to the New Truſtees upon Truſt.*

That if the ſaid Sir *Humphrey Mackworth* ſhall at any time within the ſpace of Twenty Days next enſuing the date hereof, or within the ſpace of Six Days next after the Sealing and Delivery of theſe Preſents by the Parties above mentioned, and every of them, propoſe and open to the ſaid Partners or ſuch of them as ſhall appear at a General Meeting, an Expedient for clearing and ſatisfying all the Debts wherewith the ſaid Mines now ſtand charged, and for Raiſing the ſaid Twenty Thouſand Pounds for a Stock for carrying on the Works of the ſaid Mines, without any Premium or Repayment of either Principal or Intereſt, to the Intent that the ſaid Partners may become Adventurers with him in ſuch new Method as ſhall be ſo propoſed for the Purpoſes aforeſaid, in proportion to their ſeveral Intereſts and Shares they now have in the ſaid Mines, or ſo many of them as ſhall think fit to become Adventurers with the ſaid Sir *Humphrey Mackworth*; And ſhall at any time before the Firſt Day of *Auguſt* next enſuing the Date of theſe Preſents, pay or cauſe to be paid to ſuch of the ſaid Partners, who ſhall within the ſpace of Six Days next after the ſaid Propoſal ſhall be made and opened by the ſaid Sir *Humphrey Mackworth* to the ſaid Partners as aforeſaid, declare that they will not engage with the ſaid Sir *Humphrey Mackworth* according to ſuch Propoſal, but will under their Hands and Seals Releaſe and Relinquiſh their Shares and Intereſts in the ſaid Mines, Ten Pounds for every Share of ſuch Perſon who ſhall ſo Relinquiſh their Shares and Intereſt therein within the time aforeſaid. [The Intent of theſe Preſents being, That it ſhall be at the Election of the ſaid Partners and every of them, either to become Adventurer or Adventurers with the ſaid Sir *Humphrey Mackworth* according to the intended Propoſal, or to Relinquiſh their Shares in the ſaid Mines for Ten Pounds *per* Share within the time aforeſaid, and Ten Pounds *per* Share to be ſecured as hereafter is mentioned, which Election every of the ſaid Partners ſhall make within the ſpace of Ten Days next after ſuch propoſal ſo as aforeſaid ſhall be made,] that then and in ſuch Caſe the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, their Executors, Adminiſtrators and Aſſigns, ſhall and will ſtand Poſſeſſed and Intruſted with the ſaid Mines. *The Declaration thereof.* *The Partners have 10 days after the Propoſal made to Elect whether they will take 10 l. in Money, and 10 l. per Share on the Credit of the Mines; or elſe become Adventurers again under a New conſtitution.*

In truſt out of the clear Profits that ſhall be made by and from the ſaid Mines, to pay to every ſuch of the ſaid Partners, who ſhall in Manner aforeſaid, relinquiſh their Shares in the ſaid Mines, the further Sum of Ten Pounds for every Share ſo to be Relinquiſhed, and ſo Charged, ſhall and will permit and ſuffer the ſaid Sir *Humphrey Mackworth*, and ſuch other Perſon or Perſons, his and their Aſſignee and Aſſignees, to be made in Manner as herein is directed, and in ſuch Proportion, Manner and Form, as the ſaid Sir *Humphrey Mackworth* under his Hand and Seal ſhall direct and appoint from time to time, and at all times hereafter, during the ſaid ſeveral and reſpective Terms of Years above-mentioned, and according to and in ſuch manner as ſhall be contained in ſuch Propoſal as ſhall be made by the ſaid Sir *Humphrey Mackworth*, purſuant to the Agreements

herein contained, to manage the ſaid Mines and Premiſes, and to enjoy the Profits thereof [and to diſpoſe of the Oar now raiſed out of the ſaid Mines] to his and their own proper Uſe and Uſes, and to ſuch other Uſe and Uſes as the ſaid Sir *Humphrey Mackworth* ſhall under his Hand and Seal limit and appoint according to the Conſtitution above ſet forth, and to the true Intent and Meaning of theſe Preſents, and ſuch Propoſition as ſhall be ſo made by the ſaid Sir *Humphrey Mackworth* as aforeſaid.

The Condition. But in Caſe the ſaid Sir *Humphry Mackworth* ſhall be obſtructed by the ſaid Partners or any of them, or any other Perſon or Perſons whatſoever, and thereby, or in default of making ſuch Propoſition as aforeſaid, or by any other ways and means whatſoever he ſhall make default of payment of Ten Pounds within the time aforeſaid, to ſuch of the ſaid Partners who ſhall within the ſpace of ten days next after the ſaid Propoſal, ſhall be made by the ſaid Sir *Humphry Mackworth*, to the ſaid Partners as aforeſaid, declare, That they will not engage with the ſaid Sir *Humphry Mackworth* according to ſuch Propoſal, but will under their Hands and Seals, Releaſe and Relinquiſh their Shares and Intereſts in the ſaid Mines, for every ſhare of ſuch Perſons who ſhall ſo relinquiſh their Shares and Intereſts therein, within the time aforeſaid, according to the true intent and meaning of theſe Preſents, and of all the Parties thereunto.

That then theſe Preſents, and every Covenant, Grant and Clauſe herein contained ſhall ceaſe, determine, and be utterly void, to all intents and purpoſes whatſoever, as if the ſame had never been had or made, any thing in theſe Preſents to the contrary thereof contained in any wiſe notwithſtanding. And that then, and from thenceforth, it ſhall and may be lawful, to and for the ſaid Truſtees and Partners, and to and for the ſaid *Edward Pryſe* and his Aſſigns, and every of them, reſpectively into all and ſingular the ſaid Mines, Oars, Minerals and Premiſes, by them reſpectively granted as aforeſaid, to Re-enter, and the ſame to have again, as in his and their ſeveral and reſpective former Eſtate and Eſtates, and to the uſe of the ſeveral and reſpective Parties, according to their ſeveral and reſpective Intereſts and Shares above-mentioned, and according to the old Conſtitution and Method of Management of the ſaid Mines, in the ſaid recited Deeds mentioned and contained, and not otherwiſe, any thing in theſe Preſents to the contrary thereof contained in any wiſe notwithſtanding.

George London's *Security to be aſſigned to Sir* H. M. **And it is** hereby further agreed, That upon Payment made to the ſaid *George London*, of all ſuch Money as ſhall appear to be juſtly owing to him from the ſaid Partners, by reaſon of, and on account of the ſaid Mines, he the ſaid *George London* ſhall Aſſign and Transfer all his Securities for the ſame to the ſaid Sir *Humphry Mackworth*.

A Releaſe to be given to Mr. Phips *and Mr.* Oldbury. **And further**, That in Caſe the ſaid *Thomas Phipps* and *John Oldbury*, ſhall and will Seale and Execute this preſent Indenture within the time aforeſaid; and in Caſe they or either of them ſhall pay or cauſe to be paid to the ſaid Sir *Humphry Mackworth*, within the ſpace of Twenty days next enſuing the date of theſe Preſents, towards the diſcharge of the Debts aforeſaid, all ſuch Sum and Sums of Money as is, or ſhall be juſtly owing from them or either of them the ſaid *John Oldbury* and *Thomas Phipps* to the ſaid Partners or any of them, for or by reaſon of any Truſt, Matter or Thing whatſoever, relating to the ſaid Mines, Stock and Premiſes, or any of them, which is hereby referred to the ſaid Sir *Humphry Mackworth*; And in Caſe the ſaid Propoſal above mentioned ſhall take effect, Then the ſaid Partners, or ſo many of them, as the ſaid *John Oldbury* and *Thomas Phipps*, or either of them ſhall requeſt ſo to do, ſhall Releaſe the ſaid *John Oldbury* and *Thomas Phipps*, their Executors, Adminiſtrators and Aſſigns, off and from all Debts, Duties and Demands whatſoever, for or by reaſon, or on Account of the ſaid Mines, or any Truſt, or other Matter or Thing relating thereto.

The Limits and Boundaries of the Mines declar'd and eſtabliſh'd. **And it is** hereby further Declared and Agreed, by and between all the ſaid Parties to theſe Preſents, and every of them, that nothing herein contained ſhall be Conſtrued to extend or inlarge the Limits and Boundaries of the ſaid Mines, which are Twelve hundred Yards in length, from the firſt great Shaft where the work was firſt begun in *Bwlchyr Eſgairbyr* towards the Eaſt, and Two hundred Yards in Breadth, and no more, as in the ſaid firſt recited Indenture is ſet forth; And that the ſaid Boundaries ſhall be, and are hereby ſettled and eſtabliſhed, according to the preſent Limits and Boundaries of the ſaid Mines, well known, and meard, and ſet out by the ſaid *George London*, *Tobias Creamer* late of *Eyme* in the County of *Darby*, Eſq; deceaſed, and *William Waller* of *Kavongwyn* in the

ſaid

ſaid County of *Cardigan*, Gent. or ſome of them. And as to all Mines and Minerals, of what Nature or Kind ſoever, lying and being, and already diſcovered, or which ſhall hereafter happen to be diſcovered in or under any other Lands or Tenements within the ſaid Lordſhip of *Generglyn* in the Pariſh of *Lanvyhangell Generglyn* in the ſaid County of *Cardigan*, out of the Mears and Boundaries aforeſaid, It is hereby agreed, by and between all the ſaid Parties to theſe Preſents, That the ſaid *Edward Pryſe*, and Sir *Humphry Mackworth*, his and their Aſſigns reſpectively, ſhall and may peaceably and quietly have, hold, and enjoy the ſame, according to their ſeveral and reſpective Intereſts therein, without the Lett, Suit, or Interruption of all, or any the ſaid Parties to theſe Preſents, or any other Perſon or Perſons Claiming by, from, or under them, or any of them.

Provided always, And the ſaid *Edward Pryſe* doth hereby Covenant, Grant, and Agree, to and with the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, their Executors, Adminiſtrators and Aſſigns. And it is the true intent and meaning of all the ſaid Parties to theſe Preſents, That it ſhall and may be lawful, to and for the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, their Executors, Adminiſtrators and Aſſigns, and to and for the ſaid Proprietors of the ſaid Mines, and their Aſſigns, for the time being as aforeſaid, and every of them, his and their Agents, Miners and Workmen, from time to time, and at all times hereafter, to make and drive any Levell, adit, or Sough to the ſaid Mines in Partnerſhip, or any of them, in order to drein the Water from the ſame, through any other the Lands and Tenements of the ſaid *Edward Pryſe*, in the ſaid County of *Cardigan*, but not to have Claim or Demand any Mine, Oar, or Mineral whatſoever, in any Lands or Tenements within the ſaid Lordſhip of *Generglyn*, out of the ſaid Limits and Boundaries aforeſaid. *With a Liberty of making Levels, &c. to drain the Water from the ſame.*

Provided always, That all and every the ſaid Partner and Partners, who ſhall refuſe or neglect to Sign, Seal, and Execute this preſent Indenture, before the laſt day of this Inſtant *Auguſt*, or ſuch other time as he the ſaid Sir *Humphry Mackworth* ſhall under his Hand and Seal limit and appoint, or ſhall refuſe or neglect to make his and their Election within the time aforeſaid; or ſuch other time as the ſaid Sir *Humphry Mackworth* ſhall under his Hand and Seal limit and appoint, either to become Adventurer or Adventurers with the ſaid Sir *Humphry Mackworth*, according to the ſaid intended Propoſal; or to relinquiſh their ſhares in the ſaid Mines for Twenty Pounds *per* Share, to be paid and ſecured as aforeſaid, ſhall be, and are hereby excluded from all, and all manner of Benefit and Advantages hereby granted to the ſaid Partners or any of them as aforeſaid. And as to ſuch Partner or Partners ſo refuſing, or neglecting to Seal and Execute theſe Preſents, and make their Election within the time aforeſaid, theſe Preſents, and every Grant and Clauſe herein ſhall be void and of no effect to all intents and purpoſes whatſoever. And all and ſingular the Agreements in the ſaid recited Deeds and Settlements, and in all former Settlements relating to the ſaid Mines contained, ſhall be in full force and virtue againſt them and every of them, as if theſe Preſents had never been had nor made. *Proviſoe and Agreement to make all void to thoſe Partners who do not Seal before the laſt of this Month.*

And that all and every ſuch Partner and Partners ſo refuſing to execute theſe Preſents, and make their Election within the time aforeſaid, ſhall be, and is hereby Rated, Charged, and Aſſeſſed, towards the raiſing of a Stock to carry on the ſaid Mineral Works Forty Shillings, for every ſhare to them ſeverally and reſpectively belonging, as aforeſaid, to be paid to the ſaid Committee of the ſaid Mines, for the time being, for the uſe aforeſaid, at the Houſe of *Francis Pigott*, Gentleman, in *Durham-Court*, in *Great Trinity-Lane*, *London*, on the 29th day of *September*, next enſuing the Date of theſe Preſents, according to the Power for that purpoſe reſerved in and by the ſaid Second recited Settlement, in manner aforeſaid. *And to Aſſeſs them 40 s. per Share towards a Stock.*

And in default of Payment thereof, by them or any of them, at the time and place aforeſaid, It is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, That all lawful Ways and Means, both in Law and Equity, as the ſaid Sir *Humphry Mackworth* ſhall from time to time, by and with the advice of Council learned in the Law, direct and appoint, ſhall and may be uſed, proſecuted, and taken at the common Charge of the ſaid Partners, who ſhall Seal and Execute theſe Preſents within the time aforeſaid, to Foreclоſe all ſuch Partner and Partners ſo Aſſeſſed and Rated, and neglecting to pay the ſame at the time and place aforeſaid, from having any Benefit or Advantage from the ſaid *And in default of payment, to foreclоſe them from their Shares.*

ſaid Mines and Premiſes, or any of them, according to the true intent and meaning of the ſaid laſt recited Settlement and Eſtabliſhment of the ſaid Mines.

Agreement, that the ſame Aſſeſſment ſhall be made for three years.

And it is hereby further Covenanted and Agreed, by and between all the ſaid Parties to theſe Preſents, That the ſame Aſſeſſment ſhall be made every Year, during the ſaid Term, until ſuch time as the ſaid Partner or Partners ſo diſſenting as aforeſaid, ſhall have raiſed his and their Share and Shares, and Proportions of the ſaid Sum of Twenty thouſand Pounds for a Stock as aforeſaid, according to their ſeveral and reſpective Intereſts and Shares of and in the ſaid Mines.

One Fortieth Part of the Profits of the Mines is appropriated to the building of a Hoſpital for the Miners.

Provided always, and it is hereby farther Agreed by and between all the ſaid Parties to theſe Preſents, That one Fortieth Part of the Profits of the ſaid Mines and Premiſes, Clear above all Charges, ſhall be applied, and are hereby appropriated for the Building of a Hoſpital, or Work-houſe, or otherwiſe, for the Maintenance of ſuch poor Miners and Labourers, or the Families of ſuch as ſhall loſe their Limbs or Lives in the Service of the ſaid Mines, in ſuch Proportion, Manner and Form, as the ſaid Sir *Humphrey Mackworth* and his Heirs ſhall, under his and their Hands and Seals reſpectively, Limit and Appoint.

Agreement for paying the Salaries of Rich. Pryſe, Anth. Forty, Francis Pigott, *and* Will. Waller.

And it is hereby further Agreed by and between all the ſaid Parties to theſe Preſents, That in Caſe the ſaid Propoſal take Effect, *Richard Pryſe* of *Lanvreade* in the County of *Cardigan*, Gent. *Anthony Forty* of *London*, Merchant, *Francis Pigott* of *London*, Gent. and *William Waller* of *Kavonguin* in the ſaid County of *Cardigan*, Gent. ſhall be allowed to be Creditors for all their ſeveral and Reſpective Salary and Salaries to them Due and in Arrear to the Day of the Date of theſe Preſents.

Will. Corbet *excepted.*

Provided always, that nothing herein contained ſhall be conſtrued to extend to the Payment or Allowance of the pretended Salary, or Arrears of Salary demanded by *William Corbett* of the *Middle Temple*, *London*, Gent. Pretended Secretary to the ſaid Company; but that the ſame ſhall be, and are hereby left to the Determination of the ſaid General Meeting, as in the ſaid recited Deeds for that Purpoſe is Appointed and Directed.

Sir Humphrey Mackworth *Indempnified for all Acts done purſuant to the Intent of theſe Preſents.*

And the ſaid Sir *Humphrey Mackworth*, his Executors, Adminiſtrators, and Aſſigns ſhall be, and are hereby Declared and Agreed to be from time to time, and at all times hereafter, by and out of the Profits of the ſaid Mines (after the ſaid Ten Pounds *per* Share to be Charged on the ſame be Diſcharged) ſaved Harmleſs and Indempnified of and from all Troubles, Coſts, Charges, and Damages, and of and from all Actions and Suits whatſoever, either in Law or Equity, which he or they ſhall or may happen to Pay, Bear or Suſtain, for or by Reaſon of any Act or Thing to be done or ſuffered by him the ſaid Sir *Humphrey Mackworth*, in Purſuance of, and according to the true Intent and Meaning of theſe Preſents.

The Time loſt on Account of this Propoſal to be renewed by the ſaid Edw. Pryſe, *and Sir* H. Mackworth.

And the ſaid *Edward Pryſe*, and Sir *Humphrey Mackworth* do hereby Covenant and Agree to and with the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pitt*, That ſuch Part of the ſaid Term of Twenty Two Years and an half as ſhall be Loſt or Spent, for or by Reaſon of the ſaid intended Propoſal, and in Caſe the ſame ſhall not take Effect, That the ſaid *Edward Pryſe* and Sir *Humphrey Mackworth*, his and their Heirs and Aſſigns, or ſome or one of them (as far as in him and them lye) ſhall and will permit and ſuffer the ſaid Partners, and every of them who ſhall Seal and Execute this Indenture, and make their ſaid Election within the time aforeſaid, to work the ſaid Mines, and to enjoy the Profits thereof, and of all and ſingular the Premiſes for and during ſuch Time as ſhall be ſo ſpent as aforeſaid, over and above the ſaid Term of Twenty Two Years and an half yet in being and unexpired (and ſhall as far as in him and them lies) inlarge the Term of the ſaid Truſtees in the Mines accordingly.

All former Differences refered to the Determination of Sir H. Mackworth.

And to the End that all Differences between the ſaid Partners relating to the Premiſes, may be Compoſed for the Common Good of all the ſaid Partners, **It is** hereby further Agreed by and between all the ſaid Parties to theſe Preſents, and every of them, That in caſe the ſaid Intended Propoſal ſhall ſucceed and take Effect before the Firſt Day of *Auguſt* next enſuing the Date of theſe Preſents, as aforeſaid. That then all and all manner of Differences, Controverſies, and Diſputes, by and between the ſaid Partners or any of them, for, touching, and concerning the ſaid Mines, Stock and Premiſes, or any of them, or any other Mat-

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ter or thing relating thereto, before the Date of theſe Preſents, ſhall be, and are hereby referred to the Arbitrament, Award, and Final Determination of the ſaid Sir *Humphrey Mackworth*.

Provided always, That nothing herein contained ſhall be Conſtrued to Releaſe or Diſcharge any Private Covenant or Agreement in Writing, heretofore made, by or between the ſaid Partners, or any of them, for, touching, or concerning the ſaid Mines, Stock and Premiſes, or any part of them; but that the ſame ſhall be and remain in the ſame Force and Virtue, as if theſe Preſents had never been had or made. **Provided alſo,** That until ſuch Time as the ſaid Intended Propoſal ſhall Succeed and take Effect, the ſaid Partner and Partners reſpectively, ſhall manage the ſaid Mines, Stock and Premiſes, in ſuch Manner and Form as is directed by the former Settlements of the ſaid Mines, as if theſe Preſents had never been had nor made.

Proviſo that no private Covenant ſhall be diſcharged by theſe Preſents.

And it is hereby further Agreed, by and between the ſaid Parties to theſe Preſents, That in Caſe the Grand Committee for the Time being ſhall Order the ſaid Stock and Profits of the Premiſes, or any Part thereof, to be Depoſited and kept in the Bank of *England*, that then all and every Bank-Bill which ſhall be taken for the ſame, or any part thereof, ſhall be taken in the Name of the Chairman and Private Committee of the ſaid Mines for the time being, and ſhall be kept in the ſaid Iron Cheſt, in Manner aforeſaid, and iſſued forth of the ſaid Cheſt for the Uſe of the ſaid Partners, by the ſaid Select Committee, in Manner as is above Directed for the Iſſuing forth the ſaid Stock in Specie abovementioned.

Bank Bills to be taken in the Name of the Chair-man and Private Committee, &c.

Provided always, That in Caſe it ſhall ſo happen, That the ſaid *Francis Pigott*, Deputy Secretary to the ſaid Partners, ſhall not be elected Caſh-keeper and Book-keeper to the ſaid Partners upon the ſaid New Eſtabliſhment of Officers above-mentioned, That then it ſhall and may be Lawful to and for the ſaid Sir *Humphrey Mackworth*, and he is hereby directed to pay or cauſe to be paid to the ſaid *Francis Pigott* all ſuch Sum and Sums of Money, as he the ſaid *Francis* hath paid or ſecured to be paid to the ſaid *William Corbett* for the Place or Office of Deputy Secretary, as aforeſaid, over and above all his Arrears of Salary abovementioned.

Proviſion for Relief of Fran. Pigott, *Deputy Secretary, in Caſe he be not elected Book-keep and Caſher-keeper:*

And it is mutually Concluded and Agreed, by and between the ſaid Parties to theſe Preſents, and every of them, and ſo by them Declared, Concluded, and Appointed, That if hereafter any Doubt, Queſtion or Controverſy ſhall happen or ariſe between the ſaid Parties, or their Aſſigns, or any of them, or any Perſon or Perſons whatſoever, having or hereafter Claiming to have any Right, Title, Intereſt or Demand, in or to all or any part of the ſaid Stock, Mines and Premiſes, by Virtue of theſe Preſents, for, about, or concerning this Preſent Indenture, or any Covenant, Clauſe, Sentence, Promiſe, Condition, Declaration or Agreement herein comprized, or any defect or want of Explanation of any Matter or Thing relating to the ſaid Stock, Mines and Premiſes, or the Management thereof.

All future Controverſies to be referred to two Arbitrators, and they to chooſe an Umpire.

That then and in ſuch Caſe, and as often as any Doubt, Queſtion, Controverſie or Difference ſhall ariſe or happen, the ſame ſhall be referred unto Two indifferent Perſons to be Nominated and Choſen from time to time by the ſaid Parties, or by the Majority of Votes of each Party or Parties, between whom the ſaid Difference doth or ſhall ariſe within Twenty Days next after ſuch Doubt or Controverſie ſhall ariſe or happen [each or either of the ſaid Parties in Variance to chuſe one by Majority of Votes as aforeſaid] to be by the ſame Two Perſons ſo indifferently choſen, fairly heard, diſcuſſed and determined, or elſe by an Umpire to be Nominated and Appointed by the ſaid Two indifferent Perſons, in caſe they themſelves cannot Agree and Compoſe the ſame.

And in Caſe the ſaid Referrees ſhall not name an Umpire within the ſpace of Sixty Days after ſuch Controverſies ſhall be referred to them, then the Lord Mayor of *London* for the time being ſhall be and is hereby Nominated to be Umpire, in caſe he be not a Partner in the ſaid Mines; And in ſuch Caſe the ſaid Matters in Variance ſhall be from time to time, and at all times, humbly referred to the Lord High Chancellor of *England*, Lord Keeper, or Lords Commiſſioners of the Great Seal of *England* for the time being, to be heard and determined in a Summary way, without the formal Proceedings and Proceſs of Law, in ſuch Manner and Form as the ſaid Lord Chancellor, Lord-Keeper, or

And in Default thereof, the Lord Mayor of London, *if no Partner, or elſe the Lord High Chancellor, &c. is humbly deſired to be Umpire, and to determine all Differences in a Summary Way without Proceſs of Law.*

Lords Commiſſioners for the time being, ſhall in their great Judgments Order and Appoint: And that each and either of the ſaid Party and Parties, and his and their reſpective Executors, Adminiſtrators and Aſſignes, ſhall and will ſtand to and abide, perform and keep ſuch Order and Determination therein, as the ſaid Two Indifferent Perſons, or the ſaid Umpire or Umpires, as aforeſaid, ſhall make and give up between them the ſaid Two Parties, Referrors, ſo as the Order, Judgment and Determination of the ſaid Two Indifferent Perſons or Umpire, of or concerning the Premiſes, or any Part or Parcel thereof, be from time to time made and ſet down in Writing, under the Hands and Seals of the ſaid Two Indifferent Perſons, within Forty Days; or under the Hand and Seal of the Umpire, within Twenty Days next after any ſuch Doubt, Queſtion, or controverſy ſhall be referred to them or him reſpectively: And that neither of the ſaid Parties ſhall Commence or bring any Action or Suit, nor ſeek any Remedy whatſoever, either in Law or Equity, to be Relieved in the Premiſes, before ſuch Doubt, Queſtion and Controverſy ſhall be put to ſuch Reference or Arbitration as aforeſaid.

And until ſuch Arbitration ended, no Suit to be commenced either in Law or Equity.

The Partners Covenant for farther Aſſurance.

And it is agreed by and between all the ſaid Parties to theſe Preſents, That in caſe the ſaid intended Propoſal ſhall take Effect, they the ſaid Partners and every of them, their and every of their Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times hereafter during the Continuance of the ſaid Term of Twenty-two Years and an Half, make, do ſuffer and execute, or cauſe to be made, done, ſuffered, and executed, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more perfect Conveying and Aſſuring of the ſaid Mines, Stock and Premiſes to the ſaid Sir *Joſeph Herne*, Sir *William Hedges*, Sir *Thomas Vernon*, and *Thomas Pit*, their Executors, Adminiſtrators and Aſſigns, for the remaining part of the ſaid Term of Twenty two Years and an Half, under the Truſts, Conditions and Limitations above mentioned, according to the true intent and meaning of theſe Preſents, as by Council learned in the Law ſhall be reaſonably deviſed, adviſed, or required, and for the better Ordering, Governing, and well Managing of the ſaid Mines, Stock and Premiſes.

Ed. Pryſe *and* Sir H. Mackworth *Covenant for farther Aſſurance.*

And it is hereby further Agreed, That they the ſaid Sir *Humphrey Mackworth* and *Edward Pryſe*, and each of them, and each of their Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time, and at all times hereafter during the Continuance of the ſaid further Term of Five Years, make, do, ſuffer, and execute, or cauſe to be made, done, ſuffered, and executed, All and every ſuch further and other Act and Acts, Things and Things, Deviſe and Deviſes, Conveyance and Aſſurances in the Law whatſoever, for the further, better and more perfect Conveying and Aſſuring of the ſaid Mines, Stock and Premiſes for the remaining part of the ſaid Term of Five Years, under the Truſts, Conditions, and Limitations above-mentioned, according to the true intent and meaning of theſe Preſents; as by Council learned in the Law ſhall be reaſonably Deviſed, Adviſed, or Required.

A General Releaſe to the old Truſtees.

And laſtly, the ſaid Partner and Partners, and every of them do hereby Releaſe and Diſcharge the ſaid *Thomas Done*, *Richard Hore*, *Robert Fowles*, and *Nicholas Baker*, their Executors, Adminiſtrators, and Aſſigns, and every of them, of and from the ſaid Truſts in the ſaid recited Indenture mentioned; and of and from all and all manner of Actions and Suits either in Law or Equity, Claims and Demands whatſoever, which they the ſaid Partners or any of them, their or any of their Executors or Aſſigns now have, or hereafter may have againſt the ſaid *Thomas Done*, *Richard Hore*, *Robert Fowles*, and *Nicholas Baker*, or any, or either of them, for or by reaſon of any Matter or Thing had, made or done, or ſuffered to be done by the ſaid Truſtees or any of them, touching or concerning the ſaid Mines and Premiſes, or any of them.

And Covenant to ſave them Harmleſs.

And it is hereby Agreed by and between all the ſaid Parties to theſe Preſents, That the ſaid *Thomas Done*, *Richard Hore*, *Robert Fowles*, and *Nicholas Baker*, and every of them, ſhall be from time to time, and at all times hereafter out of the Profits of the ſaid Mines and Premiſes ſaved Harmleſs and Indempnified of and from all manner of Actions, Suits, Charges, Coſts, and Troubles whatſoever, which they or either of them ſhall or may pay, bear, or ſuſtain for or upon account or by reaſon of the ſaid recited Truſt in them repoſed, of and in the ſaid Mines and Premiſes, or of, upon account, or by reaſon

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of the Aſſignment thereof by theſe Preſents, or of any other Matter or Thing whatſoever relating thereunto.

Provided always, and it is hereby further agreed by and between all the ſaid Parties to theſe Preſents, That all and every former Committee of the ſaid Mines for the time being, ſhall from time to time, and at all times hereafter out of the Profits of the ſaid Mines and Premiſes be Indempnified and kept Harmleſs of and from all and all manner of Actions and Suits, either in Law or Equity, and of and from all Coſts, Damages and Troubles whatſoever, for or by reaſon of any Matter or Thing by them or any of them (as Committees of the ſaid Mines) done or ſuffered to be done reſpectively at any time before the date of theſe Preſents. *All former Committees ſav'd Harmleſs and Indempnified.*

And further, That the ſaid *John Oldbury* and *Thomas Phipps*, on Payment of ſuch Moneys as is now due and owing from them or either of them to the ſaid Partners within the time aforeſaid (which is referred to the ſaid Sir *Humphrey Mackworth* to ſettle and determine) ſhall be Releaſed and ſaved Harmleſs by all the Partners from any further Demand, Suit, or Trouble for the ſame by any Perſon or Perſons whatſoever; any thing in theſe Preſents to the contrary thereof in any wiſe notwithſtanding. **In witneſs** whereof all the ſaid Parties to theſe Preſents have hereunto ſet their Hands and Seals the Day and Year firſt above-written. *Mr.* Oldbury, &c. *to be releaſed and ſaved Harmleſs.*

Sealed and Delivered, &c.